

the property is leasehold the lease should be recited shortly, giving the date and parties to the lease, the description of the property from the lease, the term and the rent.

The material words showing that the vendor is entitled to the property or the benefit of the lease should be given, and the formal words by which, in consideration for the purchase money, the vendor conveys or assigns the property to the purchaser should follow.

If any fresh restrictions are to be imposed they should be set out, preferably in a schedule, and a covenant by the purchaser to observe them inserted. In case of leaseholds, a covenant by the purchaser to observe the covenants and provisions of the lease and to indemnify the vendor is implied in the Law of Property Act, 1925, but it is usual to say that the covenants implied by the particular section of the Act are incorporated in the deed. And if executors are selling, words should be added that the covenant for indemnity shall apply for the protection of the estate and effects of the deceased. If any of the title deeds are to be retained by the vendor—as relating to other land or to a larger piece of land of which the present conveyance is part, an acknowledgment for production and undertaking for safe custody

should be
put in the draft deed. Trustees,
personal representatives, or mortgagees do not give
an undertaking for safe custody.

In some instances the mortgagee (if
there is one)
joins in the conveyance and in
consideration of the
payment to him of the mortgage money
(unless he
is satisfied with the security
remaining), releases
the property from the mortgage. It is
better, if